

**IN THE UNITED STATES BANKRUPTCY COURT  
 EASTERN DISTRICT OF PENNSYLVANIA**

In Re:	:	Bankruptcy No. 18-15270 ELF
Robert J. Williams, Jr. and Patricia M. Williams	:	Chapter 13
	:	
Debtors	:	
	:	
NewRez LLC d/b/a Shellpoint Mortgage Servicing	:	
	:	
Movant	:	
vs.	:	
Robert J. Williams, Jr. and Patricia M. Williams	:	
	:	
Debtors	:	
	:	
William C. Miller, Esquire	:	
Trustee/Respondent	:	

**STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF  
 FROM AUTOMATIC STAY**

NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Movant") and Robert J. Williams, Jr. and Patricia M. Williams ("Debtors"), through their respective counsel, hereby stipulate as follows:

1. The automatic stay as provided by 11 U.S.C. Section 362 shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. Movant is the holder of a first mortgage lien on Debtor's Property located at 2758 Plum Street, Philadelphia, PA 19137.
3. The parties certify that the total post-petition delinquency as of April 24, 2019 is \$1,683.42, consisting of a monthly post-petition payment for 04/01/19 in the amount of \$676.21, as well as Attorney's fees in the amount of \$850.00, filing fees in the amount of \$181.00, less a suspense balance of \$23.79.
4. Debtors shall cure the arrears as set forth above by rolling the \$1,683.42 balance of the post-petition arrears into and pay it through the Debtors' Chapter 13 Plan of Reorganization in order to cure this portion of the post-petition arrears in addition to the current arrearage amount on Movant's Proof of Claim. Debtors' attorney shall file an Amended Plan within seven (7) days of the entry of this Stipulation.
5. Debtors shall make the regular monthly payments required to the Trustee.

6. Debtors agree to continue making the regular post-petition monthly mortgage payments to Creditor in the amount of \$676.21 (or as may be adjusted periodically as per standard escrow practices), commencing with the **05/01/2019** payment and monthly for every payment thereafter.
7. Debtors shall send all payments due directly to Creditor at the address below:

NewRez LLC d/b/a Shellpoint Mortgage Servicing  
P.O. Box 10826  
Greenville, SC 29603

8. In the event Debtors fail to make any of the above described payments or should any payment be more than thirty days late with any of the above described payments, or if any regular monthly payment commencing after the cure of the post-petition delinquency is more than fifteen days late, Movant may send Debtors and their counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of this notice, counsel for Creditor may file a Certification of Default with the Court, and the Court shall enter an Order granting relief from the automatic stay with regard to the Property at 2758 Plum Street, Philadelphia, PA 19137.

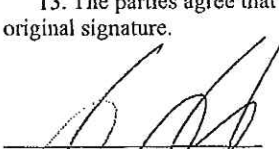
9. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtors shall not construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.


10. In the event the instant bankruptcy case is converted to a case under Chapter 7, the Debtor shall pay all pre-petition and post-petition arrears in full within ten (10) days from the date of such conversion. Should the Debtor fail to pay all pre-petition and post-petition arrears in full within the ten day period, such failure shall be deemed a default under the terms of this Stipulation and Creditor may send Debtors and their counsel, a written notice of default. If the default is not cured within ten (10) days from the date of the notice, counsel for Creditor may file a Certificate of Default with the Court and the Court shall enter an Order granting relief from the automatic stay with regard to the Property at 2758 Plum Street, Philadelphia, PA 19137.

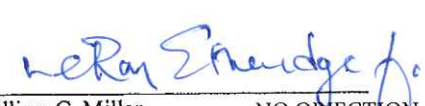
11. The parties hereby respectfully request that the Court enter the attached proposed Order approving the Stipulation in Settlement of the Motion for Relief from Automatic Stay as to Debtors.

12. It is further agreed that the 14-day stay provided by Rule 4001 (a)(3) is hereby waived.

13. The parties agree that a facsimile signature shall have the same force and effect as an original signature.

  
Jason Brett Schwartz, Esquire, of Counsel  
PINCUS LAW GROUP, PLLC  
Attorney for Creditor

  
Kenneth G. Harrison, Esquire  
Attorney for Debtors

  
William C. Miller  
Chapter 13 Trustee

NO OBJECTION  
\*without prejudice to any  
trustee rights or remedies

4/26/19

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**ORDER APPROVING STIPULATION IN  
SETTLEMENT OF MOTION FOR RELIEF**

Upon consideration of the Stipulation between NewRez LLC d/b/a Shellpoint Mortgage Servicing, it is hereby:

ORDERED AND DECREED THAT: The Stipulation in Settlement of Motion for Relief from Automatic Stay is APPROVED:

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Honorable Eric L. Frank

UNITED STATES BANKRUPTCY JUDGE